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ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER  
910-221-1154

TELECOPIER  
312-750-8600

529 FIFTH AVENUE  
NEW YORK, NEW YORK 10017-4608  
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580 HOWARD AVENUE  
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888 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C. 20006-4103  
202-296-8600

SUSAN G. LICHTENFELD

August 2, 1991

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.  
Secretary  
INTERSTATE COMMERCE COMMISSION  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

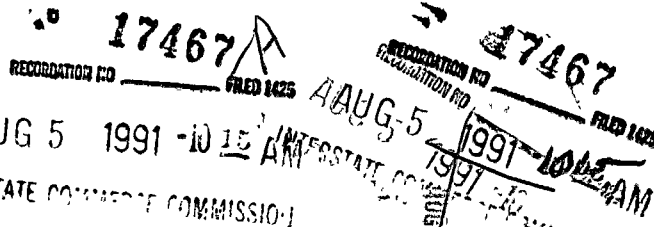
Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of the Memorandum of Lease (the "Memorandum"), dated as of June 28, 1991 relating to the Lease entered into as of September 18, 1989 (the "Lease") by and between Cargill Incorporated Commodity Marketing Division ("Cargill"), as lessee, and Chrysler Rail Transportation Corporation ("Chrysler"), as lessor, and one original executed copy and three photostatic copies of an Assignment and Assumption Agreement ("Assignment") dated as of June 28, 1991, by which Chrysler assigned its right, title and interest in the Lease to Citicorp Railmark, Inc. The Memorandum is a primary document as defined in the Commission's Rules for the Recordation of Documents (the "Rules") and the Assignment is a secondary document as defined in the Rules.

The name and address of the parties to the enclosed Memorandum are:

Lessor: Chrysler Rail Transportation Corporation  
300 Knightsbridge Parkway, Suite 320  
Lincolnshire, Illinois 60069

Lessee: Cargill Incorporated  
15615 McGinty Road W.  
Minneapolis, MN 55440



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The name and address of the parties to the enclosed Assignment are:

Assignor: Chrysler Rail Transportation Corporation  
300 Knightsbridge Parkway, Suite 320  
Lincolnshire, Illinois 60069

Assignee: Citicorp Railmark, Inc.  
450 Mamaroneck Avenue  
Harrison, New York 10528

A description of the railroad equipment covered by the enclosed documents is set forth in Exhibit A hereto.

Also enclosed is a check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return the stamped original executed copy and two stamped photostatic copies of the enclosed Memorandum and Assignment and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed documents:

Primary Document to be Recorded

Memorandum of Lease, dated as of June 28, 1991, between Chrysler Rail Transportation Corporation and Cargill Incorporated Commodity Marketing Division.

Secondary Document to be Recorded

Assignment and Assumption Agreement, dated as of June 28, 1991, by Chrysler Rail Transportation Corporation and Citicorp Railmark, Inc.

After the above described Memorandum is filed as a primary document and the above described Assignment is filed as a secondary document, please cross-reference both documents to the Bill of Sale dated as of June 28, 1991 from Chrysler Rail Transportation Corporation to Citicorp Railmark, Inc. which was

Mr. Sidney L. Strickland  
August 2, 1991  
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filed with the Interstate Commerce Commission as a primary  
document on July 9, 1991 and assigned recordation number 17422.

Very truly yours,

  
Susan G. Lichtenfeld

SGL:ed  
w/encl.

8/6/91

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Susan G. Litchenfeld  
Ross & Hardies  
150 North Michigan Avenue  
Chicago, Illinois 60601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/5/91 at 10:15am, and assigned recordation number(s). 17467 & 17467-A, 17468, 17469, 17470 & 17471

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

MEMORANDUM OF LEASE

17467  
RECORDATION CO. FILED 1991

AUG 5 1991 10 15 AM

INTERSTATE COMMERCE COMMISSION

Memorandum of Lease Agreement for two hundred fifty-five (255) 4,750 c.f. Covered Hopper railroad cars ("Lease Agreement") made and entered into as of September 18, 1989 by and between Cargill Incorporated Commodity Marketing Division ("Lessee") and Chrysler Rail Transportation Corporation ("Lessor").

1. Lessor agreed to lease to Lessee and Lessee agreed to lease from Lessor two hundred fifty-eight (258) <sup>thirty</sup> 4,750 c.f. covered hopper railroad cars, of which two hundred fifty-five (255) railroad cars (collectively, the "Cars" and, individually, a "Car") are currently subject to the Lease and bear the existing railroad reporting marks set forth on Exhibit A hereto.

2. The Lease Agreement shall be effective as of the date first set forth herein above and shall terminate on the later of (i) January 31, 2000 and (ii) compliance by Lessee with all of the terms of the Lease Agreement with respect to any Car; provided, however, that the Lease Agreement is subject to earlier termination as provided therein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of this 28th day of June, 1991.

CARGILL INCORPORATED COMMODITY  
MARKETING DIVISION

By: [Signature]  
Its: ASST. VICE PRESIDENT  
COMMODITY MARKETING

CHRYSLER RAIL TRANSPORTATION CORPORATION

By: [Signature]  
Its: SR V.P.

STATE OF Illinois )  
COUNTY OF Lake ) SS

On this 26th day of July, 1991, before me personally appeared Robert A. Greenburg to me personally known, who being duly sworn, says that he is a Vice President of Chrysler-Rail Transportation Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nanci E. Lansen  
Notary Public

[NOTARY SEAL]

My Commission Expires: 8/27/92

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS

On this 22nd day of July, 1991, before me personally appeared Gary J. Mills to me personally known, who being duly sworn, says that he is a Asst. Vice President of Cargill Incorporated Commodity Marketing Division, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Teresa M. Breiwick  
Notary Public

[NOTARY SEAL]

My Commission Expires:



# EXHIBIT A

## EQUIPMENT DESCRIPTION AND SCHEDULE OF RAILROAD CARS LEASED BY CARGILL INCORPORATED COMMODITY MARKETING DIVISION FROM CHRYSLER RAIL TRANSPORTATION CORPORATION

253 4,750 c.f. covered hopper railroad cars, bearing road numbers:

|          |          |          |
|----------|----------|----------|
| BJOX 101 | BJOX 153 | BJOX 202 |
| BJOX 102 | BJOX 154 | BJOX 203 |
| BJOX 103 | BJOX 155 | BJOX 204 |
| BJOX 104 | BJOX 156 | BJOX 205 |
| BJOX 105 | BJOX 157 | BJOX 206 |
| BJOX 106 | BJOX 158 | BJOX 207 |
| BJOX 107 | BJOX 159 | BJOX 208 |
| BJOX 108 | BJOX 160 | BJOX 209 |
| BJOX 109 | BJOX 161 | BJOX 210 |
| BJOX 110 | BJOX 162 | BJOX 211 |
| BJOX 111 | BJOX 163 | BJOX 212 |
| BJOX 112 | BJOX 164 | BJOX 213 |
| BJOX 113 | BJOX 165 | BJOX 214 |
| BJOX 114 | BJOX 166 | BJOX 215 |
| BJOX 115 | BJOX 167 | BJOX 216 |
| BJOX 116 | BJOX 168 | BJOX 217 |
| BJOX 117 | BJOX 169 | BJOX 218 |
| BJOX 118 | BJOX 170 | BJOX 219 |
| BJOX 119 | BJOX 171 | BJOX 221 |
| BJOX 120 | BJOX 172 | BJOX 223 |
| BJOX 121 | BJOX 173 | BJOX 224 |
| BJOX 122 | BJOX 174 | BJOX 225 |
| BJOX 123 | BJOX 175 | BJOX 226 |
| BJOX 124 | BJOX 176 | BJOX 227 |
| BJOX 125 | BJOX 177 | BJOX 228 |
| BJOX 126 | BJOX 178 | BJOX 229 |
| BJOX 127 | BJOX 179 | BJOX 230 |
| BJOX 128 | BJOX 181 | BJOX 231 |
| BJOX 130 | BJOX 182 | BJOX 232 |
| BJOX 131 | BJOX 183 | BJOX 233 |
| BJOX 132 | BJOX 184 | BJOX 234 |
| BJOX 133 | BJOX 185 | BJOX 235 |
| BJOX 134 | BJOX 186 | BJOX 236 |
| BJOX 135 | BJOX 187 | BJOX 237 |
| BJOX 136 | BJOX 188 | BJOX 238 |
| BJOX 137 | BJOX 189 | BJOX 239 |
| BJOX 138 | BJOX 190 | BJOX 240 |
| BJOX 139 | BJOX 191 | BJOX 241 |
| BJOX 141 | BJOX 192 | BJOX 242 |
| BJOX 142 | BJOX 193 | BJOX 243 |
| BJOX 143 | BJOX 194 | BJOX 244 |
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| BJOX 145 | BJOX 196 | BJOX 246 |
| BJOX 146 | BJOX 197 | BJOX 247 |
| BJOX 147 | BJOX 198 | BJOX 248 |
| BJOX 149 | BJOX 199 | BJOX 249 |
| BJOX 150 | BJOX 200 | BJOX 251 |
| BJOX 152 | BJOX 201 | BJOX 252 |

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